

Ramaikas, Michael

From: Legal Department <legal@metals.com>
Sent: Thursday, December 21, 2017 5:40 PM
To: Consumer
Cc: Rabeh M. A. Soofi Main
Subject: File No. 1714164 Company Response
Attachments: [REDACTED] Signed Contracts.pdf

Dear Mr. Ramaikas et all.

We strive to resolve all potential complaints informally and at the mutual satisfaction of all parties involved.

In response to file File number: 1714164

It is our opinion Mr. [REDACTED] has filed a false report with untrue allegations that may be malicious, extortionist and in violation of our civil contracts.

Statement of facts:

On Aug 2nd 2017 (Product Buyer) [REDACTED] contacted "Chase Metals" (seller) on his own accord requesting to purchase certain silver products.

On Aug 29 2017 (Product Buyer) [REDACTED] signed the Chase Metals purchase contract titled "Shipping And Transaction Agreement" covering his verbal rights of rescission, sales practices and cancellation policy. (See "EXHIBIT A" attached)

"Cancellation Period; Certain States' Rights. With the exceptions noted in Paragraph 8a and the Addendum attached hereto (certain state residents only), CM offers Customers a seven (7) day right to request cancellation of their purchase with CM for semi-Numismatic or Numismatic coin or bar purchases. Because Precious Metals, including all other purchases other than semi-Numismatic or Numismatic coin or bars, are subject to price fluctuations outside of CM's control, the CM is unable to rescind, cancel, refund, or exchange Customer's order or this Agreement for all purchases other than semi-Numismatic or Numismatic coin or bars, other than as noted herein, in Paragraph 8a above, and as set forth in the attached Addendum.

"

"Jurisdiction: Jurisdiction and venue for any dispute, claim or controversy arising out of or in any way relating to this Transaction Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between CM and Customer, shall be in Los Angeles, California, and any party making a claim against CM in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes. By entering into this Agreement, Customer agrees to be subject to the personal jurisdiction of the State of California, agreeing and acknowledging that entering into this Agreement shall constitute sufficient minimum contacts with the State of California to confer both general and specific personal jurisdiction.

"

" Customer Assumes Investment Risk; Investment Decisions. Customer acknowledges that purchases and sales of Precious Metals involve considerable risk. Market prices are at times volatile and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock-piles, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect prices. Customer acknowledges and agrees that Customer assumes the risk of all investment decisions regarding any and all Precious Metals the Customer purchases from CM and CM makes no guarantee or representation regarding Customer's ability to profit (or avoid loss) from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals. Any purchases from CM are made subject to Customer's own prudence, judgment and ultimate decision. Customer expressly acknowledges and agrees to hold CM harmless for any damages arising out of the performance by CM of this Agreement. Customer understands that past performance cannot be an indicative of future results.

"

" Severability: If any provision of this Transaction Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect."

On Sept 19 2017 (Product Buyer) [REDACTED] ordered silver products made by the Canadian Government Silver Polar Bear 1/2oz .9999 Silver on a recorded confirmation line from (Seller) "Chase Metals" on a written purchase invoice. (See EXHIBIT A attached)

On Sept 29 2017 (Product Buyer) [REDACTED] took delivery to his home address [REDACTED] NC [REDACTED] of 48 Canadian Maple Leaf 1oz Silver at no charge. (See EXHIBIT C attached)

ALL SILVER PRODUCTS WERE DELIVERED TO BUYER WITHIN THE TIME stated on his signed contract.

Buyer took delivery of all products on his invoice:

As such, (buyer) Mr. [REDACTED] has filed an inaccurate report of events and is not "short" on any of his silver products purchased from (seller) Chase Metals.

Buyer [REDACTED]'s entire invoice has been fulfilled as legally agreed to by him in his recorded confirmation and shipped by mail.

Further, After completing delivery of silver products on invoice, buyer was given 7 days to cancel his order and verbally reminded of his state right of rescission.

Based on these facts, It is our opinion Mr. [REDACTED] is engaged in untrue statements with malicious intent meant to cause damages to our company.

It is our opinion Mr. [REDACTED] may be motivated by extortive and potentially defamatory motives with no basis in fact in violation of Penal Code 518 & § 523 & Cal. Civ. Code §§ 44, 45a, and 46.

We are open to a dialogue with your office should you have any further questions.

Thank you for your service,

LEGAL DEPARTMENT

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